

Irrigation and M&I
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Rev. R.O. 07/19-1994
Rev. R.O. 08/09-1994
Rev. R.O. 08/15-1994
Rev. R.O. 08/19-1994
Rev. R.O. 02/17-1995
Rev. R.O. 08/13-1997
Rev. R.O. 09/29-1999
Rev. R.O. 09/30-1999
Rev. R.O. 11/03-1999
Rev. R.O. 08/25-2000
Rev. R.O. 09/14-2000
Rev. R.O. 12/08-2000
R.O. 01/30-2001

Contract No.
14-06-200-922-IR7

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND

DEL PUERTO WATER DISTRICT
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 28th day of February in pursuance
generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and
supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70
Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1261), as amended and Title
XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as

the Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, and DEL PUERTO WATER DISTRICT, hereinafter referred to as the Contractor, a public agency of the State of California, duly organized, existing, and acting pursuant to the laws thereof, with its principal place of business in Westley, California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States has constructed and is operating the Central Valley Project, California for diversion, storage, carriage, distribution and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

WHEREAS, the United States constructed the Delta-Mendota Canal and related facilities, hereinafter collectively referred to as the Delta-Division facilities, which will be used in part for the furnishing of water to the Contractor pursuant to the terms of this interim renewal contract; and

WHEREAS, the United States and the following water districts entered into long-term water service contracts, which provided those districts Central Valley Project water from the Delta-Mendota Canal through the date of contract expiration listed below:

<u>District</u>	<u>Contract No.</u>	<u>Execution Date</u>	<u>Expiration Date</u>
Davis Water District	14-06-200-1458	10/03/53	02/28/94

1	Del Puerto Water District	14-06-200-922	06/10/53	02/28/94
2	Hospital Water District	14-06-200-923	06/10/53	02/28/94
3	Kern Canon Water District	14-06-200-924	06/10/53	02/28/94
4	Salado Water District	14-06-200-925	06/10/53	02/28/94
5	Sunflower Water District	14-06-200-1804	11/12/53	02/28/94
6	Mustang Water District	14-06-200-8103	12/07/59	02/28/95
7	Orestimba Water District	14-06-200-8091	11/27/59	02/28/95
8	Quinto Water District	14-06-200-8899	01/24/61	02/28/95
9	Romero Water District	14-06-200-7758	05/11/59	02/28/95
10	Foothill Water District	14-06-200-4323	05/31/55	02/29/96

11 WHEREAS, the long-term water service contracts between the United States and
12 Davis, Del Puerto, Hospital, Kern Canon, Salado, and Sunflower Water Districts provided for
13 water service through February 28, 1994, and for which one (1)-year interim renewal contracts
14 were entered into providing for continued water service through February 28, 1995; and

15 WHEREAS, all ten (10) water districts including Davis, Foothill, Hospital, Kern
16 Canon, Mustang, Orestimba, Quinto, Romero, Salado, and Sunflower Water Districts were
17 assigned to the Contractor by separate "Assignments of Water Service Contract," dated
18 February 13, 1995; and

19 WHEREAS, the Contractor and the United States entered into the interim renewal
20 contract identified as Contract No. 14-06-200-922-IR2, which consolidated all of the Water
21 Districts that were assigned to the Contractor, except Foothill Water District, and provided for
22 the continued water service from March 1, 1995, through February 28, 1997; and

23 WHEREAS, the long-term water service contract between Foothill Water District
24 (Foothill) and the United States identified as Contract No. 14-06-200-4323, that was assigned to
25 the Contractor, provided for water service through February 28, 1996, and for which a one (1)-

1 year interim renewal contract identified as Contract No. 14-06-200-4323-IR1, provided water
2 service from March 1, 1996, through February 28, 1997; and

3 WHEREAS, the Contractor requested subsequent renewal and consolidation of
4 Contract No(s). 14-06-200-922-IR2 and 14-06-200-4323-IR1 pursuant to, Federal Reclamation
5 law, and the laws of the State of California, for water service from the Central Valley Project;
6 and

7 WHEREAS, the Contractor and the United States entered into interim renewal
8 contract(s) identified as Contract No(s). 14-06-200-922-IR3, 14-06-200-922-IR4, 14-06-200-
9 922-IR5, and 14-06-200-922-IR6, the latter of which is hereinafter referred to as the Existing
10 Interim Renewal Contract, which provided Project Water to the Contractor from December 1,
11 2000 through February 28, 2001; and

12 WHEREAS, the Contractor has requested a subsequent interim renewal contract
13 pursuant to the Existing Interim Renewal Contract, Federal Reclamation law and the laws of the
14 State of California, for water service from the Central Valley Project; and

15 WHEREAS, the United States and the Contractor believe that either further
16 negotiations on a long-term renewal contract for the Contractor would be beneficial and mutually
17 commit to continue to negotiate to seek to reach agreement or the Contractor's proposed long-
18 term renewal contract required environmental review necessary to execute a long-term renewal
19 contract has not been completed, and the Contractor has requested a subsequent interim renewal
20 contract pursuant to Article 2 (b)(1) of the Existing Interim Renewal Contract; and

1 WHEREAS, the United States has determined that the Contractor has to date
2 fulfilled all of its obligations under the Existing Interim Renewal Contract; and

3 WHEREAS, The Contracting Officer has determined that the Contractor has the
4 capability to fully utilize for reasonable and beneficial use, or shown projected future reasonable
5 and beneficial use for, the quantity of Project Water to be made available to it pursuant to this
6 interim renewal contract; and

7 WHEREAS, rights of renewal of Contract Nos. 14-06-200-1458, 14-06-200-922,
8 14-06-200-923, 14-06-200-924, 14-06-200-925, 14-06-200-1804, 14-06-200-8103, 14-06-200-
9 8091, 14-06-200-8899, 14-06-200-7758, and 14-06-200-4323 and to convert said contracts to
10 contracts as provided by subsection (d), Section 9 of the Act of August 4, 1939 (53 Stat. 1187)
11 are set forth in said contracts; and

12 WHEREAS, Section 3404 of the CVPIA, precludes long-term renewal of water
13 service contracts until the completion of appropriate environmental documentation, including a
14 programmatic environmental impact statement ("PEIS") pursuant to the National Environmental
15 Policy Act analyzing the direct and indirect impacts and benefits of implementing the CVPIA
16 and the potential renewal of all existing contracts for Project Water; and

17 WHEREAS, in order to continue water service provided under Project water
18 service contracts that expire prior to the completion of the PEIS, the United States intends to
19 execute interim renewal contracts for a period not to exceed three (3) Years in length, and for
20 successive interim periods of not more than two (2) Years in length, until appropriate
21 environmental documentation, including the PEIS, is finally completed, at which time the

1 Secretary shall, pursuant to Federal Reclamation law, upon request of the Contractor, enter into a
2 long-term renewal contract for a period of twenty-five (25) Years; and may thereafter renew such
3 long-term renewal contracts for successive periods not to exceed twenty-five (25) Years each;
4 and

5 WHEREAS, the Secretary intends to assure uninterrupted water service and
6 continuity of contract through the process set forth in Article 2 hereof; and

7 WHEREAS, the United States is willing to renew the Existing Interim Renewal
8 Contract pursuant to Section 3404(c)(1) of the CVPIA on the terms and conditions set forth
9 below;

10 NOW, THEREFORE, in consideration of the mutual and dependent covenants
11 herein contained, it is hereby mutually agreed by the parties hereto as follows:

12 DEFINITIONS

13 1. When used herein unless otherwise distinctly expressed, or manifestly
14 incompatible with the intent hereof, the term:

15 (a) "Calendar Year" shall mean the period January 1 through December 31,
16 both dates inclusive;

17 (b) "Charges" shall mean the payments in addition to the Rates determined
18 annually by the Contracting Officer, required by the Federal Reclamation law, including
19 Section 3407 of the CVPIA;

20 (c) "Contractor's Boundaries" shall mean the area to which the Contractor is
21 permitted to provide Project Water under this interim renewal contract;

1 (d) "CVPIA" shall mean the Central Valley Project Improvement
2 Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

3 (e) "Delivered Water" shall mean Project Water made available to
4 the Contractor and diverted at the point(s) of delivery approved by the Contracting
5 Officer;

6 (f) "Eligible Lands" shall mean all lands to which Irrigation Water may
7 be delivered in accordance with Section 204 of the Reclamation Reform Act of
8 October 12, 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA;

9 (g) "Excess Lands" shall mean all lands defined as excess in
10 Section 204 of the RRA, other than those lands exempt from acreage limitation under
11 Federal Reclamation law;

12 (h) "Full Cost Rate" shall mean that water rate described in Sections 205(a)(3)
13 or 202(3) of the RRA, whichever is applicable;

14 (i) "Ineligible Lands" shall mean all lands to which Irrigation Water may not
15 be delivered in accordance with Section 204 of the RRA;

16 (j) "Irrigation Water" shall mean Project Water which is used primarily
17 in the production of agricultural crops or livestock, including domestic use
18 incidental thereto, and watering of livestock;

19 (k) "Landholder" shall mean an individual or entity attributed with the total
20 irrigable acreage of one or more tracts of land situated in one or more districts owned

1 and/or operated under a lease which is served with Irrigation Water pursuant to a contract
2 with the United States;

3 (l) "M&I Water" shall mean water made available from the Project other than
4 Irrigation Water. M&I Water shall include water used for purposes such as the watering
5 of landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment
6 or water delivered to landholding operated in units of less than 5 acres unless the
7 Contractor establishes to the satisfaction of the Contracting Officer that the use of water
8 delivered to any such landholding is a use described in subdivision (k) of this Article;

9 (m) "O&M" shall mean normal and reasonable care, control, operation, repair,
10 replacement, and maintenance of Project facilities;

11 (n) "Operating Non-Federal Entity" shall mean a Non-Federal entity which
12 has the obligation to operate and maintain all or a portion of the Delta-Division facilities
13 pursuant to an agreement with the United States;

14 (o) "Project" shall mean the Central Valley Project owned by the
15 United States and operated by the Department of the Interior, Bureau of Reclamation;

16 (p) "Project Water" shall mean all water that is developed, diverted, stored, or
17 delivered by the United States in accordance with the statutes authorizing the Project and
18 in accordance with the terms and conditions of applicable water rights permits and
19 licenses acquired by and/or issued to the United States pursuant to California law;

1 (q) "Rates" shall mean the payments determined annually by the Contracting
2 Officer in accordance with the then current applicable water ratesetting policies for the
3 Project;

4 (r) "Secretary" or "Contracting Officer" shall mean the Secretary of the
5 United States Department of the Interior or his duly authorized representative;

6 (s) "Year" shall mean the period from and including March 1 of
7 each Calendar Year through the last day of February of the following Calendar Year.

8 TERM OF CONTRACT - RIGHT TO USE OF WATER

9 2. (a) This interim renewal contract shall be effective from March 1, 2001 and
10 shall remain in effect through February 28, 2002, and thereafter will be renewed as described in
11 this article. Except as provided in subdivision (b) of this Article, until completion of all
12 appropriate environmental review, and provided that the Contractor has complied with all the
13 terms and conditions of the interim renewal contract in effect for the period immediately
14 preceding the requested successive interim renewal contract, this interim renewal contract will be
15 renewed, upon request of the Contractor, for successive interim periods each of which shall be no
16 more than two (2) Years in length. Also, except as provided in subdivision (b) of this Article, in
17 order to promote orderly and cost effective contract administration, the terms and conditions in
18 subsequent interim renewal contracts shall be identical to the terms and conditions in the interim
19 renewal contract immediately preceding the subsequent interim renewal contract: Provided,
20 however, That each party preserves the right to propose modification(s) in any interim renewal
21 contract other than those described in subdivision (b) of this Article, in which case the parties
22 shall negotiate in good faith appropriate modification(s) to be included in any successive interim

1 renewal contracts. Said modification(s) of each successive interim renewal contract shall be
2 agreed upon within a reasonable time prior to the expiration of the then existing interim renewal
3 contract. Nothing in this Article shall in any way alter the obligation that, upon final completion
4 of the PEIS and any necessary supplemental environmental documentation, the Secretary shall,
5 pursuant to Federal Reclamation law, upon request of the Contractor, enter into a long-term
6 renewal contract for a period of twenty-five (25) Years and may thereafter renew such long-term
7 renewal contracts for successive periods not to exceed twenty-five (25) Years each. The
8 Contractor asserts that Contract Nos. 14-06-200-1458, 14-06-200-922, 14-06-200-923, 14-06-
9 200-924, 14-06-200-925, 14-06-200-1804, 14-06-200-8103, 14-06-200-8091, 14-06-200-8899,
10 14-06-200-7758, and 14-06-200-4323 and existing law go beyond the preceding sentence to give
11 it enforceable rights to successive long-term renewal contracts. The Contracting Officer
12 disagrees with that assertion. The parties agree that this interim renewal contract preserves the
13 rights and positions of the parties and that the omission of language in this interim renewal
14 contract setting out the rights asserted by the Contractor to successive renewals is not intended to
15 be, nor shall it be interpreted as, a waiver of any such rights to the extent any such rights are later
16 determined to exist by a court of competent jurisdiction or by mutual agreement of the parties. If
17 a court of competent jurisdiction or the parties by mutual agreement determine that incorporation
18 of such language in this interim renewal contract is necessary to preserve such rights, this interim
19 renewal contract shall be construed as incorporating such language as though fully set forth
20 herein as of the effective date hereof.

21 (b) The parties anticipate that they will engage in good faith negotiations
22 intended to permit the execution of a twenty-five (25) Year long-term renewal contract

1 contemplated by Section 3404 (c) of the CVPIA, hereinafter referred to as a “long-term renewal
2 contract”, by the end of the term hereof. The parties recognize the possibility that this schedule
3 may not be met. Accordingly:

4 (1) In the event (i) the Contractor and Contracting Officer have
5 reached agreement on the terms of the Contractor’s long-term renewal contract or (ii) the
6 Contractor and Contracting Officer have not completed the negotiations on the Contractor’s
7 long-term renewal contract, believe that further negotiations on that contract would be beneficial,
8 and mutually commit to continue to negotiate to seek to reach agreement, but (iii) all
9 environmental documentation required to allow execution of the Contractor’s long-term renewal
10 contract by both parties has not been completed in time to allow execution of the Contractor’s
11 long-term renewal contract by November 30, 2001, then (iv) the parties will expeditiously
12 complete the environmental documentation required of each of them in order to execute the
13 Contractor’s long-term renewal contract at the earliest practicable date. In addition, the
14 Contractor’s then current interim renewal contract will be renewed without change upon the
15 request of either party through the agreed-upon effective date of the Contractor’s long-term
16 renewal contract or, in the absence of agreement on the terms of the Contractor’s long-term
17 renewal contract, through the succeeding February 28.

18 (2) Provided that this interim renewal contract is not subject to
19 renewal under the terms described in subdivision (1) of this Article, if a party determines that the
20 parties have reached an impasse which they have been unable to resolve and which precludes
21 agreement on the long-term renewal contract, that party may notify the other that it has concluded

1 that there is no reasonable likelihood of reaching agreement on the terms of a long-term renewal
2 contract prior to November 1, 2001. In the event of such notice, the parties will immediately
3 agree to a schedule and process for negotiating the terms (other than any terms that would impair
4 continuity of water supply or continuity of contract) of and executing an interim renewal
5 contract; provided that neither party will propose for inclusion in the interim renewal contract
6 any provision not previously included in an existing interim renewal contract which it had
7 previously proposed for inclusion in the long-term renewal contract and which was the subject of
8 an impasse in the long-term renewal contract negotiations. The schedule will provide for
9 completion of the negotiations of the terms of that contract by February 1, 2002, and for
10 execution of the contract on or about February 15, 2002. The parties each acknowledge the right
11 of either party to seek judicial relief in connection with any impasse reached in connection with
12 negotiation of the long-term renewal contract and/or an interim renewal contract that would
13 become effective on or after February 28, 2002.

14 (c) The parties acknowledge that the Contractor asserts that it is entitled as a
15 matter of law to an interim renewal contract of longer duration than twelve (12) months, and that
16 the Contracting Officer asserts that it is under no obligation to provide the Contractor with an
17 interim renewal contract of any particular duration. Accordingly, the parties further acknowledge
18 that (i) the foregoing process represents a mutual accommodation to facilitate their joint desire to
19 proceed with the development of a long-term renewal contract in an expeditious and orderly
20 manner, (ii) they each preserve their respective rights and positions relative to the entitlement of
21 the Contractor to subsequent interim renewal contracts should they become necessary, and the

1 terms thereof, and (iii) their agreement to the process and interim renewal contract terms
2 described above is in no way intended to be, nor will it be interpreted as, a waiver of any such
3 rights or positions, all of which are and will be expressly preserved.

4 (d) The omission of language in this interim renewal contract providing for
5 conversion of this interim renewal contract or any subsequent renewals thereof to a repayment
6 contract, pursuant to the Act of July 2, 1956 (70 Stat. 483), shall not prejudice the Contractor's
7 right to assert a right to have such language included in subsequent renewals of this interim
8 renewal contract or to exercise such conversion, all as provided by law, or to negotiate the
9 language regarding such conversion to be included in subsequent renewal contracts.

10 WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

11 3. (a) Subject to the provisions set forth in Articles 11 and 12 hereof, and
12 consistent with applicable State water rights, permits and licenses, the Contractor is entitled to,
13 and the Contracting Officer shall be obligated to make available to the Contractor up to 140,210
14 acre-feet of Project Water for irrigation and/or municipal and industrial purposes during the term
15 of this interim renewal contract. The quantity of Project Water delivered to the Contractor in
16 accordance with this Article 3(a) in any Year shall be scheduled and paid for pursuant to the
17 provisions of Articles 4 and 7 hereof, and shall not exceed the quantity of Project Water the
18 Contractor intends to put to reasonable beneficial use within the Contractor's Boundaries or sold,
19 transferred, or exchanged pursuant to Article 9 during the term of this interim renewal contract.

20 (b) The Contractor shall utilize the Project Water made available to it pursuant
21 to this interim renewal contract in accordance with all applicable requirements of any Biological

1 Opinion addressing the execution of this interim renewal contract developed pursuant to Section
2 7 of the Endangered Species Act of 1973 as amended, and in accordance with environmental
3 documentation as may be required for specific activities, including conversion of Irrigation Water
4 to M&I Water.

5 (c) The Contractor shall make reasonable and beneficial use of Project Water
6 or other water furnished pursuant to this interim renewal contract. In addition, use of Project
7 Water in a ground water recharge program shall be permitted under this contract to the extent
8 that it is carried out in accordance with California law; Provided, however, that such ground
9 water recharge program cannot be undertaken unless and until the Contractor submits a ground
10 water management plan pursuant to California law that demonstrates that such ground water
11 recharge program will result in a reasonable and beneficial use of such water.

12 (d) If the Contracting Officer determines that Project Water, or other water
13 available to the Project, can be made available to the Contractor in addition to the quantity of
14 Project Water made available to the Contractor pursuant to subdivision (a) of this Article, the
15 Contracting Officer shall so notify the Contractor. If the Contractor requests the delivery of any
16 quantity of such water, the Contracting Officer shall make such water available to the Contractor
17 in accordance with applicable statutes, regulations, guidelines, and policies.

18 (e) If the Contractor requests permission to reschedule for use during the
19 subsequent Year some or all of the Project Water made available to the Contractor during the
20 current Year or to use, during the current Year, that quantity of Project Water the United States
21 has agreed to make available to the Contractor during the subsequent Year, the Contracting

1 Officer may permit such uses in accordance with applicable statutes, regulations, guidelines, and
2 policies.

3 (f) The Contractor's right pursuant to Federal Reclamation law and applicable
4 State law to the beneficial use of water furnished pursuant to this interim renewal contract, any
5 subsequent interim renewal contract and, as described in Article 2(a), any long-term renewal
6 contract, shall not be disturbed so long as the Contractor shall fulfill all of its obligations under
7 this interim renewal contract and any such renewal thereof. Nothing in the preceding sentence
8 shall affect the Contracting Officer's ability to impose shortages under subdivision (b) of Article
9 12 of this interim renewal contract and the applicable provisions of any such renewal thereof.

10 (g) Notwithstanding subdivisions (j) and (l) of Article 1, Project Water
11 furnished to the Contractor pursuant to this interim renewal contract may be delivered for
12 purposes other than those described in subdivisions (j) and (l) of Article 1 upon written approval
13 by the Contracting Officer in accordance with the terms and conditions of such approval.

14 TIME FOR DELIVERY OF WATER

15 4. (a) On or about February 15, of each Calendar Year, the Contracting Officer
16 shall declare the amount of Project Water estimated to be made available to the Contractor
17 pursuant to this interim renewal contract for the upcoming Year. The declaration will be updated
18 monthly, as necessary, based on current hydrologic conditions. The Contracting Officer shall
19 make available the forecast of Project operations, with relevant supporting information, upon the
20 written request of the Contractor or its representatives. Upon written request of the Contractor,
21 the Contracting Officer shall provide the basis of the estimate which shall include, but not be

1 limited to, a monthly pumping forecast for the O'Neill Pumping Plant, the projected carryover of
2 Project reservoirs, projected CVPIA impacts, projected Endangered Species Act, and all other
3 regulatory impacts.

4 (b) On or before each March 1, the Contractor shall submit to the Contracting
5 Officer and at such other times as necessary, a written schedule, satisfactory to the Contracting
6 Officer, showing the times, and quantities of Project Water to be delivered by the United States
7 to the Contractor during the upcoming Year pursuant to this interim renewal contract, and,
8 consistent with subdivision (a) of Article 3 herein.

9 (c) Subject to the conditions set forth in subdivision (a) of Article 3, the
10 United States shall deliver Project Water to the Contractor in accordance with the initial schedule
11 submitted by the Contractor pursuant to subdivision (b) of this Article, or any revision(s) thereto
12 submitted within a reasonable time prior to the date(s) on which the requested change(s) is/are to
13 be implemented.

14 POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

15 5. (a) The Project Water to be furnished to the Contractor pursuant to this
16 interim renewal contract shall be made available to the Contractor at the mileposts identified in
17 Exhibit B and any additional point or points of delivery either on Project facilities or another
18 location or locations mutually agreed to in writing by the Contracting Officer and the Contractor.

19 (b) The Contracting Officer shall make all reasonable efforts to maintain
20 sufficient flows and levels of water in the Delta-Mendota Canal to furnish Project Water to the
21 Contractor at the turnout(s) established as a delivery point(s) pursuant to (a) of this Article.

1 (c) Irrigation Water furnished to the Contractor pursuant to this interim
2 renewal contract shall be delivered by the Contractor in accordance with any applicable land
3 classification provisions of Federal Reclamation law and the associated regulations. Project
4 Water shall not be delivered to land outside the Contractor's Boundaries unless approved in
5 advance by the Contracting Officer.

6 (d) All Project Water delivered to the Contractor pursuant to this interim
7 renewal contract shall be measured and recorded with equipment furnished, installed, operated,
8 and maintained by the United States or the responsible Operating Non-Federal Entity at the point
9 or points of delivery established pursuant to subdivision (a) of this Article. Upon the request of
10 either party to this interim renewal contract, the Contracting Officer shall investigate the accuracy
11 of such measurements and shall take any necessary steps to adjust any errors appearing therein.
12 The Contractor shall advise the Contracting Officer on or before the 10th calendar day of each
13 month of the quantity of M&I Water taken during the preceding month.

14 (e) Neither the United States nor any Operating Non-Federal Entity shall be
15 responsible for the control, carriage, handling, use, disposal, or distribution of Project Water
16 made available to the Contractor pursuant to this interim renewal contract beyond the delivery
17 points specified in subdivision (a) of this Article. The Contractor shall indemnify the United
18 States its officers, employees, agents, and assigns on account of damage or claim of damage of
19 any nature whatsoever for which there is legal responsibility, including property damage,
20 personal injury, or death arising out of or connected with the control, carriage, handling, use,
21 disposal, or distribution of such Project Water beyond such delivery points, except for any

1 damage or claim arising out of (i) acts performed by the United States or any of its officers,
2 employees, agents, or assigns, including any responsible Operating Non-Federal Entity, with the
3 intent of creating the situation resulting in any damage or claim, (ii) willful misconduct of the
4 United States or any of its officers, employees, agents, or assigns, including any responsible
5 Operating Non-Federal Entity, or (iii) negligence of the United States or any of its officers,
6 employees, agents, or assigns including any responsible Operating Non-Federal Entity.

7 MEASUREMENT OF WATER WITHIN THE DISTRICT

8 6. (a) The Contractor shall ensure that, unless the Contractor has established an
9 alternative measurement program satisfactory to the Contracting Officer, all surface water
10 delivered for irrigation purposes within the Contractor's Boundaries is measured at each
11 agricultural turnout and such water delivered for municipal and industrial purposes is measured
12 at each municipal and industrial service connection. All water measuring devices or water
13 measuring methods of comparable effectiveness must be acceptable to the Contracting Officer.
14 The Contractor shall be responsible for installing, operating, and maintaining and repairing all
15 such measuring devices and implementing all such water measuring methods at no cost to the
16 United States. The Contractor shall use the information obtained from such water measuring
17 devices or water measuring methods to ensure proper management of the water; to bill water
18 users for water delivered by the Contractor; and, if applicable, to record water delivered for
19 municipal and industrial purposes by customer class as defined in its water conservation plan.
20 Nothing herein contained, however, shall preclude the Contractor from establishing and
21 collecting any charges, assessments, or other revenues authorized by California law. The

Contractor shall include a summary of its annual surface water deliveries in the annual report described in subdivision (d) of Article 25.

(b) Omitted.

(c) All new surface water delivery systems installed within the Contractor's Boundaries after the effective date of this interim renewal contract shall also comply with the measurement provisions described in subdivision (a) of this Article.

(d) The Contractor shall inform the Contracting Officer and the State of California in writing by April 30 of each Year of the monthly volume of surface water delivered within the Contractor's Boundaries during the previous Year.

RATES AND METHOD OF PAYMENT FOR WATER

7. (a) The Contractor shall pay the United States in monthly payments as provided in this Article for the quantities of Delivered Water furnished to the Contractor pursuant to this interim renewal contract. Such payments shall consist of the applicable Rates and Charges determined annually in accordance with applicable Federal law and associated regulations. The Rates and Charges applicable upon execution of this interim renewal contract are set forth in Exhibit "A."

(b) The Contracting Officer shall notify the Contractor of the Rates and Charges as follows:

(1) Prior to July 1, of each Calendar Year, the Contracting Officer shall provide the Contractor the preliminary calculation of the Charges that will be applied for the period October 1 of the current Calendar Year, through September 30, of the following

1 Calendar Year, and identify the statutes, regulations and guidelines used as the basis for such
2 calculations. On or before September 15 of each Calendar Year, the Contracting Officer shall
3 notify the Contractor in writing of the Charges to be in effect during the period October 1 of the
4 current Calendar Year, through September 30 of the following Calendar Year, and such
5 notification shall revise Exhibit "A."

6 (2) Prior to October 1 of each Calendar Year, the Contracting Officer
7 shall make available to the Contractor an estimate of the Rates of payment for the following Year
8 and the computations and cost allocations upon which those Rates are based. The Contractor
9 shall be allowed not less than two months to review and comment on such computations and cost
10 allocations. By December 31 of each Calendar Year, the Contracting Officer shall provide the
11 Contractor with the final Rates to be in effect for the upcoming Year, and such notification shall
12 revise Exhibit "A."

13 (c) At the time the Contractor submits the initial schedule for the delivery of
14 Project Water for each Year pursuant to subdivision (b) of Article 4 of this interim renewal
15 contract, the Contractor shall pay the United States the total amount payable pursuant to the
16 applicable Rate(s) for all Project Water scheduled to be delivered pursuant to this interim
17 renewal contract during the first two (2) calendar months of the Year. Before the end of the first
18 month or part thereof of the Year, and before the end of each calendar month thereafter, the
19 Contractor shall pay pursuant to the applicable Rate(s) for all Project Water scheduled to be
20 delivered pursuant to this interim renewal contract during the second month immediately
21 following. Adjustments between the payments for the scheduled amount of Project Water and

1 the appropriate payments for quantities of Delivered Water furnished pursuant to this interim
2 renewal contract each month shall be made before the end of the following month: Provided,
3 That any revised schedule submitted by the Contractor pursuant to Article 4 which increases the
4 amount of Project Water to be delivered pursuant to this interim renewal contract during any
5 month shall be accompanied with appropriate payment for Rates to assure that Project Water is
6 not furnished to the Contractor in advance of such payment. In any month in which the quantity
7 of Delivered Water furnished to the Contractor pursuant to this interim renewal contract equals
8 the quantity of Project Water scheduled and paid for by the Contractor, no additional Project
9 Water shall be made available to the Contractor unless and until payment of Rates for such
10 additional Project Water is made. Final adjustment between the payments of Rates for the
11 Project Water scheduled and the quantities of Delivered Water furnished during each Year
12 pursuant to its contract shall be made as soon as possible but no later than April 30th of the
13 following Year.

14 (d) The Contractor shall pay all Charges owing for Delivered Water before the
15 end of the month following the month of delivery. Such amounts shall be consistent with the
16 quantities of Irrigation Water and M&I Water shown in the United States' water delivery report
17 for the subject month. The water delivery report shall be regarded by the Contractor as a bill for
18 the payment of appropriate Charges. Any monthly adjustment for overpayment or underpayment
19 of Charges shall be accomplished through the adjustment of Charges due to the United States in
20 the next month. By March 31, of each Year, the Contractor shall make any additional payment
21 of Charges it is obligated to make for Delivered Water furnished to the Contractor pursuant to its

1 contract for the previous Year. The amount to be paid for past due payment of Charges shall be
2 computed pursuant to Article 19 of this interim renewal contract.

3 (e) The Contractor shall pay for any Project Water provided under subdivision
4 (d) or (e) of Article 3 as determined by the Contracting Officer pursuant to applicable statutes,
5 regulations, guidelines, and policies.

6 (f) Payments to be made by the Contractor to the United States under this
7 interim renewal contract may be paid from any revenues available to the Contractor.

8 (g) Revenues received by the United States pursuant to this interim renewal
9 contract shall be allocated and applied in accordance with Federal Reclamation law, including
10 but not limited to, subsection 3 of Section 1 of the Act of July 2, 1956 (70 Stat. 483), and
11 subsection (f) of Section 3405, subsection (c)(1) of Section 3406 and subsection (d)(2)(A) of
12 Section 3407 of the CVPIA, and the associated regulations, including but not limited to, the
13 Project Irrigation Water ratesetting policy and the Project M&I ratesetting policy promulgated
14 pursuant to the Administrative Procedures Act.

15 (h) At the Contractor's request, the Contracting Officer shall provide to the
16 Contractor an accounting of all of the expenses allocated and the disposition of all revenues
17 received pursuant to this interim renewal contract in sufficient detail to allow the Contractor to
18 determine that the allocation of expenses and disposition of all revenues received was
19 accomplished in conformance with Federal Reclamation law and the associated regulations. The
20 Contracting Officer and the Contractor shall enter into good faith negotiations to resolve any
21 discrepancies or disputes arising out of said accounting of the Contractor's review thereof.

1 (i) The parties acknowledge and agree that the efficient administration of this
2 interim renewal contract is their mutual goal. Recognizing that experience has demonstrated that
3 mechanisms, policies, and procedures used for establishing Rates and Charges, and/or for making
4 and allocating payments, other than those set forth in this Article would be in the mutual best
5 interest of the parties, it is expressly agreed that the parties may enter into agreements for
6 alternative mechanisms, policies, and procedures for any of those purposes while this interim
7 renewal contract is in effect without amending this contract.

8 NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS

9 8. The Contractor and the Contracting Officer concur that at the time of execution of
10 this interim renewal contract, the Contractor has no non-interest bearing operation and
11 maintenance deficits and shall have no further liability therefor.

12 TRANSFERS OR EXCHANGES OF WATER

13 9. The right to Project Water provided for in this interim renewal contract may be
14 sold, transferred, or exchanged to others for beneficial uses within the State of California if such
15 sale, transfer or exchange is authorized by applicable Federal laws, State laws, and applicable
16 guidelines or regulations then in effect. The right to sell, transfer, or exchange Project Water
17 shall include, and the Contracting Officer shall apply this Article in a manner that does not
18 impede or restrict, lawful short-term sales, transfers, or exchanges of the type the Contractor
19 historically carried out with approval of the Contracting Officer under Contract Nos. 14-06-200-
20 1458, 14-06-200-922, 14-06-200-923, 14-06-200-924, 14-06-200-925, 14-06-200-1804, 14-06-
21 200-8103, 14-06-200-8091, 14-06-200-8899, 14-06-200-7758, and 14-06-200-4323. No sale,

1 transfer, or exchange of the right to Project Water under this interim renewal contract may take
2 place without the prior written approval of the Contracting Officer.

3 APPLICATION OF PAYMENTS AND ADJUSTMENTS

4 10. (a) The amount of any overpayment by the Contractor shall be applied first to
5 any accrued indebtedness arising out of this interim renewal contract then due and payable by the
6 Contractor. Any amount of such overpayment then remaining shall, at the option of the
7 Contractor, be refunded to the Contractor or credited upon amounts to become due to the United
8 States from the Contractor under the provisions hereof in the following months. With respect to
9 overpayment, such adjustment shall constitute the sole remedy of the Contractor or anyone
10 having or claiming to have the right to the use of any of the water supply provided for herein.

11 (b) All advances for miscellaneous costs incurred for work requested by the
12 Contractor pursuant to Article 24 shall be adjusted to reflect the actual costs when the work has
13 been completed. If the advances exceed the actual costs incurred, the difference will be refunded
14 to the Contractor. If the actual costs exceed the Contractor's advances, the Contractor will be
15 billed for the additional costs pursuant to Article 24.

16 TEMPORARY REDUCTIONS--RETURN FLOWS

17 11. (a) Subject to: (i) the authorized purposes and priorities of the Project; and (ii)
18 the obligations of the United States under existing contracts, or renewals thereof, providing for
19 water deliveries from the Project, the Contracting Officer shall make all reasonable efforts to
20 optimize Project Water deliveries to the Contractor as provided in the contract.

1 (b) The United States may temporarily discontinue or reduce the quantity of
2 Project Water to be delivered to the Contractor as herein provided for the purposes of
3 investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or
4 any part thereof necessary for the delivery of Project Water to the Contractor, but so far as
5 feasible the Contracting Officer will give the Contractor due notice in advance of such temporary
6 discontinuance or reduction, except in case of emergency, in which case no notice need be given:
7 Provided, That the United States shall use its best efforts to avoid any discontinuance or
8 reduction in such service. Upon resumption of service after such reduction or discontinuance,
9 and if requested by the Contractor, the United States will, if possible, deliver the quantity of
10 Project Water, which would have been delivered hereunder in the absence of such discontinuance
11 or reduction: Provided further, That with respect to any quantity of Project Water not delivered
12 after a discontinuance or reduction the Contractor shall be relieved of its scheduling and payment
13 obligations for such quantity of Project Water.

14 (c) The United States reserves the right to all seepage and return flow water
15 derived from water delivered to the Contractor hereunder which escapes or is discharged beyond
16 the Contractor's Boundaries: Provided, That this shall not be construed as claiming for the
17 United States any right to seepage or return flow being put to reasonable and beneficial use
18 pursuant to this interim renewal contract within the Contractor's Boundaries by the Contractor or
19 those claiming by, through, or under the Contractor.

20 WATER SHORTAGE AND APPORTIONMENT

1 12. (a) In its operation of the Project, the Contracting Officer will use all
2 reasonable means to guard against a condition of shortage in the quantity of water to be made
3 available to the Contractor pursuant to this contract. Insofar as determined by the Contracting
4 Officer to be practicable, the Contracting Officer will, in the event a shortage appears probable,
5 notify the Contractor of such determinations as soon as possible.

6 (b) If there is a reduction in the total water supply available to the Contractor
7 during any Year because of errors in physical operations of the Project, drought, other physical
8 causes beyond the control of the Contracting Officer or actions taken by the Contracting Officer
9 to meet legal obligations, no liability shall accrue against the United States or any of its officers,
10 agents, or employees for any damage, direct or indirect, arising therefrom, so long as actions
11 based upon the opinions or determinations of the Contracting Officer are consistent with the
12 standards in Article 18.

13 (c) In any Year in which there may occur a shortage for any of the reasons
14 specified in subdivision (b) above, the Contracting Officer shall apportion the available Project
15 Water supply among the Contractor and others entitled, under existing contracts and future
16 contracts (to the extent such future contracts are permitted under subsections (a) and (b) of
17 Section 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the
18 contractual obligations of the United States.

19 (d) Subject to subdivisions (c) of this Article, in any Year in which there may
20 occur a shortage for any of the reasons specified in subdivision (b) above, the Contracting Officer

1 shall apportion the available Project Water among the Contractor and others entitled to receive
2 Project Water from the Delta-Mendota Canal as follows:

3 (1) A determination shall be made of the total quantity of water
4 scheduled to be delivered during the respective Year under all contracts then in force for
5 the delivery of water from the Delta-Mendota Canal, the quantity so determined being
6 herein referred to as the contractual commitments from the Delta-Mendota Canal.

7 (2) The total quantity of water scheduled to be delivered to the
8 Contractor from the Delta-Mendota Canal during the respective Year under subdivision
9 (a) of Article 3 shall be divided by the contractual commitments, the quotient thus
10 obtained being herein referred to as the Contractor's contractual entitlement from the
11 Delta-Mendota Canal.

12 (3) The supply determined by the Contracting Officer to be available
13 from the Delta-Mendota Canal shall be multiplied by the Contractor's contractual
14 entitlement and the result shall be the quantity of water required to be delivered by the
15 United States to the Contractor for the respective Year from the Delta-Mendota Canal.

16 UNAVOIDABLE GROUND-WATER PERCOLATION

17 13. The Contractor shall not be deemed to have furnished Irrigation Water to Excess
18 Lands or Ineligible Lands within the meaning of this interim renewal contract if such lands are
19 irrigated with ground water that reaches the underground strata as an unavoidable result of the
20 furnishing of Irrigation Water by the Contractor to Eligible Lands.

1 COMPLIANCE WITH FEDERAL RECLAMATION LAW

2 14. This interim renewal contract shall be implemented in accordance with all
3 applicable provisions of Federal Reclamation law, as amended and supplemented.

4 WATER AND AIR POLLUTION CONTROL

5 15. The Contractor, in carrying out this contract, shall comply with all applicable
6 water and air pollution laws and regulations of the United States and the State of California, and
7 shall obtain all required permits or licenses from the appropriate Federal, State, or local
8 authorities.

9 QUALITY OF WATER

10 16. (a) Project facilities used to make available and deliver Project Water to the
11 Contractor pursuant to this interim renewal contract shall be operated and maintained to enable
12 the United States to make available and deliver Project Water to the Contractor in accordance
13 with the water quality standards specified in subsection 2(b) of the Act of August 26, 1937 (50
14 Stat. 865), as added by Section 101 of the Act of October 27, 1986 (100 Stat. 3050), or other
15 existing Federal laws. The United States is under no obligation to construct or furnish water
16 treatment facilities to maintain or to better the quality of Project Water furnished to the
17 Contractor pursuant to this contract. The United States does not warrant the quality of Project
18 Water made available and delivered to the Contractor pursuant to this contract.

19 (b) The operation and maintenance of Project facilities shall be performed in
20 such manner as is practicable to maintain the quality of raw water made available through such
21 facilities at the highest level reasonably attainable as determined by the Contracting Officer. The
22 Contractor shall be responsible for compliance with all State and Federal water quality standards
23 applicable to surface and subsurface agricultural drainage discharges generated through the use of

1 Federal or Contractor facilities or Project Water provided by the Contractor within the
2 Contractor's Boundaries. This Article shall not affect or alter any legal obligations of the
3 Secretary to provide drainage services.

4 WATER ACQUIRED BY THE CONTRACTOR OTHER THAN
5 FROM THE UNITED STATES

6 17. Water or water rights now owned or hereafter acquired by the Contractor other
7 than from the United States and Irrigation Water furnished pursuant to the terms of this interim
8 renewal contract may be simultaneously transported through the same distribution facilities of the
9 Contractor subject to the following: (i) if the facilities utilized for commingling Irrigation Water
10 and non-Project water were constructed without funds made available pursuant to Federal
11 Reclamation law, the provisions of Federal Reclamation law will be applicable only to the
12 Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive
13 Irrigation Water must be established through the certification requirements as specified in the
14 Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of
15 Eligible Lands within the Contractor's Boundaries can be established and the quantity of
16 Irrigation Water to be utilized is less than or equal to the quantity necessary to irrigate such
17 Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation Water and non-
18 Project water are constructed with funds made available pursuant to Federal Reclamation law,
19 the non-Project water will be subject to Federal Reclamation law, until such funds have been
20 repaid.

21 OPINIONS AND DETERMINATIONS

1 18. (a) Where the terms of this interim renewal contract provide for actions to be
2 based upon the opinion or determination of either party to this contract, said terms shall not be
3 construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable
4 opinions or determinations. Both parties, notwithstanding any other provisions of this contract,
5 expressly reserve the right to seek relief from and appropriate adjustment, including monetary
6 damages, for any such arbitrary, capricious, or unreasonable opinion or determination. Each
7 opinion or determination by either party shall be provided in a timely manner.

8 (b) The Contracting Officer shall have the right to make determinations
9 necessary to administer this interim renewal contract that are consistent with the expressed and
10 implied provisions of this contract, the laws of the United States and the State of California, and
11 the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall
12 be made in consultation with the Contractor to the extent reasonably practicable.

13 CHARGES FOR DELINQUENT PAYMENTS

14 19. (a) The Contractor shall be subject to interest, administrative, and penalty
15 charges on delinquent installments or payments. When a payment is not received by the due
16 date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond
17 the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an
18 administrative charge to cover additional costs of billing and processing the delinquent payment.
19 When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty
20 charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further,
21 the Contractor shall pay any fees incurred for debt collection services associated with a
22 delinquent payment.

23 (b) The interest charge rate shall be the greater of the rate prescribed quarterly
24 in the Federal Register by the Department of the Treasury for application to overdue payments, or
25 the interest rate of 0.5 percent per month prescribed by Section 6 of the Reclamation Project Act
26 of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and
27 remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

EQUAL OPPORTUNITY

20. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1 (6) In the event of the Contractor's noncompliance with the nondiscrimination
2 clauses of this contract or with any of the said rules, regulations, or orders, this contract
3 may be canceled, terminated, or suspended, in whole or in part, and the Contractor may
4 be declared ineligible for further Government contracts in accordance with procedures
5 authorized in said amended Executive Order, and such other sanctions may be imposed
6 and remedies invoked as provided in said Executive Order, or by rule, regulation, or order
7 of the Secretary of Labor, or as otherwise provided by law.

8 (7) The Contractor will include the provisions of paragraphs (1) through (7) in
9 every subcontract or purchase order unless exempted by the rules, regulations, or orders
10 of the Secretary of Labor issued pursuant to Section 204 of said amended Executive
11 Order, so that such provisions will be binding upon each subcontractor or vendor. The
12 Contractor will take such action with respect to any subcontract or purchase order as may
13 be directed by the Secretary of Labor as a means of enforcing such provisions, including
14 sanctions for noncompliance: Provided, however, That in the event the Contractor
15 becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a
16 result of such direction, the Contractor may request the United States to enter into such
17 litigation to protect the interests of the United States.

18 GENERAL OBLIGATION--BENEFITS
19 CONDITIONED UPON PAYMENT

20 21. (a) The obligation of the Contractor to pay the United States as provided in
21 this contract is a general obligation of the Contractor notwithstanding the manner in which the
22 obligation may be distributed among the Contractor's water users and notwithstanding the default
23 of individual water users in their obligations to the Contractor.

24 (b) The payment of charges becoming due hereunder is a condition precedent
25 to receiving benefits under this contract. The United States shall not make water available to the
26 Contractor through project facilities during any period in which the Contractor may be in arrears
27 in the advance payment of water rates due the United States. The Contractor shall not furnish
28 water made available pursuant to this contract for lands or parties which are in arrears in the
29 advance payment of water rates levied or established by the Contractor.

30 COMPLIANCE WITH CIVIL RIGHTS LAWS
31 AND REGULATIONS

32 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
33 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the
34 Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights
35 laws, as well as with their respective implementing regulations and guidelines imposed by the
36 U.S. Department of the Interior and/or Bureau of Reclamation.

37 (b) These statutes require that no person in the United States shall, on the
38 grounds of race, color, national origin, handicap, or age, be excluded from participation in, be
39 denied the benefits of, or be otherwise subjected to discrimination under any program or activity
40 receiving financial assistance from the Bureau of Reclamation. By executing this contract, the

Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article, and that the United States reserves the right to seek judicial enforcement thereof.

PRIVACY ACT COMPLIANCE

23. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in maintaining landholder acreage certification and reporting records, required to be submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.10.

(b) With respect to the application and administration of the criminal penalty provisions of the Act (5 U.S.C. 552a(I)), the Contractor and the Contractor's employees responsible for maintaining the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

(c) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information contained in the landholder's certification and reporting records.

(d) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager who shall be responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(e) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64; and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.10, unless the requester elects to cite the Privacy Act as a basis for the request.

CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

1 24. In addition to all other payments to be made by the Contractor pursuant to this
2 contract, the Contractor shall pay to the United States, within sixty (60) days after receipt of a bill
3 and detailed statement submitted by the Contracting Officer to the Contractor for such specific
4 items of direct cost incurred by the United States for work requested by the Contractor associated
5 with this interim renewal contract plus a percentage of such direct costs for administrative and
6 general overhead in accordance with applicable Bureau of Reclamation policy and procedures.
7 All such amounts referred to in this Article shall not exceed the amount agreed to in writing in
8 advance by the Contractor. This Article shall not apply to costs for routine contract
9 administration.

10 WATER CONSERVATION

11 25. (a) Prior to the delivery of water provided from or conveyed through Federally
12 constructed or Federally financed facilities pursuant to this contract, the Contractor shall be
13 implementing an effective water conservation program based on the Contractor's water
14 conservation plan that has been determined by the Contracting Officer to meet the conservation
15 and efficiency criteria established under Federal law. The water conservation program shall
16 contain definite water conservation objectives, appropriate economically feasible water
17 conservation measures, and time schedules for meeting those objectives.

18 (b) Should the combined amount of M&I Water delivered pursuant to
19 subdivision (a) of Article 3 during the term of this interim renewal contract equal or exceed
20 2,000 acre-feet , the Contractor shall implement the Best Management Practices identified by and
21 the time frames issued by the California Urban Water Conservation Council unless any such
22 practice is determined by the Contracting Officer to be inappropriate for the Contractor.

23 (c) As part of the water conservation program, the Contractor shall develop
24 and be implementing a tiered block water pricing program that promotes conservation and the

1 efficient management of Project Water during the term of this contract. Such pricing program for
2 Project Water shall take into account all relevant circumstances, including without limitation,
3 water shortages imposed under this interim renewal contract and the availability and cost of the
4 Contractor's and individual water user's non-Project alternative sources of supply, including
5 ground water and other non-Project water supplies, so that the Contractor's pricing structure
6 provides incentives for conservation and the efficient management of overall water supply
7 available to water users served by the Contractor. Provided, That no such tiered block water
8 pricing program need be implemented by the Contractor if the Contracting Officer determines,
9 based on information provided by the Contractor, that (i) such a pricing structure will not result
10 in significant conservation of water available for use within the Contractor's service area,
11 including ground water or (ii) other pricing program, conservation or management measures are
12 more appropriate and/or will result in comparable or better conservation of the water supplies
13 available within the Contractor's boundaries. Provided further, If the Contractor fails to, or elects
14 not to, comply with this subdivision of Article 25, then any subsequent interim renewal contract
15 shall contain a tiered pricing contractual provision pursuant to subsection (d) of Section 3405 of
16 the CVPIA.

17 (d) The Contractor shall submit to the Contracting Officer by
18 December 31, of each Calendar Year, an annual report on the status of its implementation of the
19 water conservation program.

20 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

21 26. Except as specifically provided in Article 17 of this contract, the provisions of this
22 interim renewal contract shall not be applicable to or affect water or water rights now owned or
23 hereafter acquired by the Contractor or any user of such water within the Contractor's Boundaries
24 from other than the United States by the Contractor. Any such water shall not be considered

1 Project Water under this contract. In addition, this interim renewal contract shall not be
2 construed as limiting or curtailing any rights which the Contractor or any water user within the
3 Contractor's Boundaries acquires or has available under any other contract pursuant to the
4 Federal Reclamation law.

5 OPERATION AND MAINTENANCE BY NON-FEDERAL ENTITY

6 27. (a) The responsibility for performing and, in some cases funding the operation
7 and/or maintenance (O&M) of all or any portion or portions of the Delta-Division facilities may
8 be transferred to an Operating-Non-Federal Entity by one or more separate agreements between
9 the United States and the Operating Non-Federal Entity. Any such agreements shall require the
10 Operating Non-Federal Entity to perform the O&M in compliance with the provisions of this
11 Contract and shall not interfere with the rights and obligations of the Contractor or the United
12 States hereunder.

13 (b) If so notified in writing by the Contracting Officer, the Contractor shall
14 pay directly to such Operating Non-Federal Entity in accordance with such notice, (1) that
15 portion of the Rate(s) to be paid the United States pursuant to this Contract which the
16 Contracting Officer determines is the Contractor's appropriate share of the costs of the O&M of
17 the Delta-Division facilities transferred to the Operating Non-Federal Entity for O&M; and (2)
18 all appropriate additional amounts charged or assessed by the Operating Non-Federal Entity for
19 the O&M of the Delta-Division facilities. Such direct payments to such Operating Non-Federal
20 Entity shall not relieve the Contractor of its obligation to pay directly to the United States its
21 allocated share of the remaining costs for the O&M of the Project.

22 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

23 28. The expenditure or advance of any money or the performance of any obligation of
24 the United States under this contract shall be contingent upon appropriation or allotment of
25 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any

1 obligations under this contract. No liability shall accrue to the United States in case funds are not
2 appropriated or allotted.

3 BOOKS, RECORDS, AND REPORTS

4 29. The Contractor shall establish and maintain accounts and other books and records
5 pertaining to administration of the terms and conditions of this contract, including: the
6 Contractor's financial transactions, water supply data, and Project land and right-of-way
7 agreements; the water users' land-use (crop census), landownership, land-leasing and water use
8 data; and other matters that the Contracting Officer may require. Reports thereon shall be
9 furnished to the Contracting Officer in such form and on such date or dates as the Contracting
10 Officer may require. Subject to applicable Federal laws and regulations, each party to this
11 contract shall have the right during office hours to examine and make copies of the other party's
12 books and records relating to matters covered by this contract.

13 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

14 30. (a) The provisions of this contract shall apply to and bind the successors and
15 assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest
16 therein shall be valid until approved in writing by the Contracting Officer.

17 (b) The assignment of any right or interest in this interim renewal contract by
18 either party shall not interfere with the rights or obligations of the other party to this interim
19 renewal contract absent the written concurrence of said other party.

20 SEVERABILITY

21 31. In the event that a person or entity who is neither (i) a party to a Project interim
22 renewal contract, nor (ii) a person or entity that receives Project Water from a party to a Project
23 interim renewal contract, nor (iii) an association or other form of organization whose primary
24 function is to represent parties to Project interim renewal contracts, brings an action in a court of
25 competent jurisdiction challenging the legality or enforceability of a provision included in this
26 interim renewal contract and said person, entity, association, or organization obtains a final court
27 decision holding that such provision is legally invalid or unenforceable and the Contractor has
28 not intervened in that lawsuit in support of the plaintiff(s), the parties to this interim renewal
29 contract shall use their best efforts to (i) within thirty (30) days of the date of such final court

1 decision identify by mutual agreement the provisions in this interim renewal contract which must
2 be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate
3 revision(s). The time periods specified above may be extended by mutual agreement of the
4 parties. Pending the completion of the actions designated above, to the extent it can do so
5 without violating any applicable provisions of law, the United States shall continue to make the
6 quantities of Project Water specified in this interim renewal contract available to the Contractor
7 pursuant to the provisions of this interim renewal contract, which were not found to be legally
8 invalid or unenforceable in the final court decision.

9 OFFICIALS NOT TO BENEFIT

10 32. No Member of or Delegate to Congress, Resident Commissioner, or official of the
11 Contractor shall benefit from this contract other than as a water user or landowner in the same
12 manner as other water users or landowners.

13 CHANGES IN CONTRACTOR'S BOUNDARIES

14 33. While this contract is in effect, no change may be made in the Contractor's
15 boundaries, by inclusion or exclusion of lands, dissolution, consolidation, merger or otherwise,
16 except upon the Contracting Officer's written consent.

17 NOTICES

18 34. Any notice, demand, or request authorized or required by this contract shall be
19 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
20 delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, CA
21 97321-1813, and on behalf of the United States, when mailed, postage prepaid, or delivered to
22 the Board of Directors of the Del Puerto Water District, PO Box 98, Westley, California 95387.
23 The designation of the addressee or the address may be changed by notice given in the same
24 manner as provided in this Article for other notices.

25 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal
26 contract as of the day and year first above written.

1 THE UNITED STATES OF AMERICA

2 By: /s/ Lowell F. Ploss
3 Acting Regional Director, Mid-Pacific Region
4 Bureau of Reclamation

5 (SEAL) DEL PUERTO WATER DISTRICT

6 By: /s/ Clifford W. Koster
7 President of the Board of Directors

8 Attest:

9
10 Secretary

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

/s/ James E. Turner

OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR